



## **The State of Florida**

### **Department of Management Services**

#### **Request for Proposals (RFP) No:**

**92121500-19-A**

#### **Security Guard Services**

**Nicole Walker, Procurement Officer**  
**4050 Esplanade Way, Suite 360**  
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at [agencyclerk@dms.myflorida.com](mailto:agencyclerk@dms.myflorida.com). It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

#### **NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## TABLE OF CONTENTS

|  |          |
|--|----------|
| Timeline of Events .....   | 4        |
| <b>1 INTRODUCTION .....</b>  | <b>5</b> |
| 1.1 Objective .....  | 5        |
| 1.2 Background Information .....   | 5        |
| 1.3 Term .....   | 5        |
| 1.4 Renewal Term .....   | 5        |
| <b>2 RFP OVERVIEW .....</b>  | <b>5</b> |
| 2.1 Definitions.....   | 5        |
| 2.2 Procurement Officer .....  | 7        |
| 2.3 Limitation on Contact with Government Personnel (section 287.057(23), F.S.)..... | 7        |
| 2.4 Minor Irregularities .....   | 7        |
| 2.5 Mandatory Requirements.....  | 7        |
| 2.6 Special Accommodations .....   | 7        |
| 2.7 Lobbying Disclosure .....  | 8        |
| 2.8 Order of Precedence for Solicitation.....  | 8        |
| <b>3 RFP PROCESS .....</b>   | <b>8</b> |
| 3.1 Who May Respond .....  | 8        |
| 3.2 Commitment to Diversity in Government Contracting.....                           | 8        |
| 3.3 Question Submission.....   | 9        |
| 3.4 Question and Answer Addendum .....   | 9        |
| 3.5 Addenda to the RFP .....   | 9        |
| 3.6 Public Opening .....   | 9        |

|       |   |           |
|-------|---|-----------|
| 3.7   | Technical Evaluation.....                                     | 10        |
| 3.8   | Electronic Posting of Notice of Intended Award .....          | 10        |
| 3.9   | Firm Response .....   | 10        |
| 3.10  | Modification or Withdrawal of Proposal.....                   | 10        |
| 3.11  | Cost of Response Preparation and Independent Preparation..... | 10        |
| 3.12  | Contract Formation .....                                      | 10        |
| 4     | <b>HOW TO PROVIDE A PROPOSAL .....</b>                        | <b>11</b> |
| 4.1   | General Instructions.....                                     | 11        |
| 4.2   | How to Submit a Proposal .....                                | 13        |
| 4.3   | Respondent Submission.....                                    | 13        |
| 4.3.1 | Contents of Proposal .....                                    | 13        |
| 4.4   | Uploading Documentation .....                                 | 14        |
| 5     | <b>PRIOR TO AWARD.....</b>                                    | <b>14</b> |
| 5.1   | Responsive and Responsible Proposal.....                      | 14        |
| 5.2   | Right to Reject .....   | 14        |
| 5.3   | Redacted Submissions .....                                    | 14        |
| 5.4   | Additional Information .....                                  | 15        |
| 6     | <b>BASIS OF AWARD .....</b>                                   | <b>15</b> |
| 6.1   | Technical Proposal - 600 Available Points .....               | 16        |
| 6.2   | Cost Proposal - 400 Available Points.....                     | 16        |
| 6.3   | Identical Tie .....   | 19        |

### Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

| Timeline of Events   |            |   |
|--|------------|---|
| Events   | Event Time | Event Date                              |
| Solicitation posted on the VBS and in MFMP Sourcing                        |            | September 30, 2019                      |
| Deadline to submit questions in MFMP Sourcing                              | 2:00 P.M.  | October 8, 2019                         |
| Department's anticipated posting of answers                                |            | October 22, 2019                        |
| Deadline to submit Proposal and all required documents in MFMP Sourcing    | 2:00 P.M.  | October 29, 2019                        |
| Public Opening<br>4050 Esplanade, Suite 380K<br>Tallahassee, FL 32399-0950 | 2:01 P.M.  | October 29, 2019                        |
| Anticipated period of formal evaluations conducted                         |            | November 11, 2019 –<br>December 2, 2019 |
| Anticipated date to post Notice of Intent to Award                         |            | December 17, 2019                       |
| Anticipated Contract start date  |            | January 28, 2020                        |

## 1 INTRODUCTION

### 1.1 Objective

The State of Florida Department of Management Services', Division of State Purchasing (Department) is issuing this Request for Proposals (RFP) to establish a state term contract for Security Guard Services. Customers for this Contract include state agencies and eligible users. The Department intends to make multiple awards; however, the Department reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

### 1.2 Background Information

The solicitation will be administered using the Vendor Bid System and MyFloridaMarketPlace Sourcing. This Security Guard Services Contract has an average annual spend of \$13.5 million. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

### 1.3 Term

The initial term of the contract resulting from this solicitation will be for five (5) years.

### 1.4 Renewal Term

Upon written agreement, the Contract may be renewed in whole or in part in accordance with 287.057(13), Florida Statutes, for a period that will not exceed the term of the initial Contract at the renewal pricing specified in the initial Contract. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

## 2 RFP OVERVIEW

### 2.1 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.), Rule 60A-1.001, Florida Administrative Code, Attachment B - Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

**Ancillary Equipment** – May be provided to Customers in addition to Security Guards. Ancillary Equipment is considered optional and only the items listed on the Cost Proposal can be purchased.

**Business Day** – Each day during which the State and/or its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

**Commodity Code** – The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

**Confidential Information** – Any portion of a Contractor's documents, data or records disclosed relating to its response that the Contractor claims is confidential and not subject to

disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority and is clearly marked "Confidential."

**Contract Manager** – The representative designated by the Customer who will oversee all aspects of the Customer's Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

**Customer** – An ordering entity including state agencies and eligible users.

**Department** – The Florida Department of Management Services.

**Duty Roster** - The assigned Security Guards work schedule/schedules.

**End User** – The person or entity that uses the commodity or service.

**Facilities** – Those facilities for which the SLA shall apply as identified in SLA EXHIBIT A – FACILITY LIST.

**Facility Manager** – The local customer representative designated for each facility who will serve in a contract management capacity as delegated by the Contract Manager.

**Fire and Life Safety Program** – Instruction on protocol regarding fire and life safety.

**Post Orders** - Defines the security guard's duties - the what, when, where, and why.

**Security Officer** – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. For this RFP and any subsequent Contract(s) and SLAs, the term Security Guard, Security Officer and Security Services may be used interchangeably.

**Security Guard Services** – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards and/or Ancillary Equipment.

**Service Level Agreement (SLA)** - A document executed by a Customer and the Contractor which includes but is not limited to: tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

**Site-Specific** - Specific to that particular location.

**State** – The State of Florida.

**United Nations Standard Products and Services Code (UNSPSC)** – A commodity code list used by the State.

**Vendor Bid System (VBS)** – The State of Florida bidding system. (Subparagraph 287.042(3)(b)2. F.S.)

## **2.2 Procurement Officer**

The Procurement Officer is the sole point of contact from the date of release of this RFP until 72 hours after the intent to award is posted, pending no protests are received by the Department.

The Procurement Officer for this RFP is:

Nicole Walker

Associate Category Manager, Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950

Phone: (850) 487-4196

Email: [Nicole.Walker@dms.myflorida.com](mailto:Nicole.Walker@dms.myflorida.com)

\*\*\*\*ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL\*\*\*\*

## **2.3 Limitation on Contact with Government Personnel (section 287.057(23), F.S.)**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## **2.4 Minor Irregularities**

Although the Department define certain items as requirements for responding to this RFP, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the State to do so. There is no guarantee that the Department will waive a minor irregularity, omission, or technicality, or that any Vendor with a proposal containing a minor irregularity, omission, or technicality will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

## **2.5 Mandatory Requirements**

The State has established certain requirements with respect to proposals submitted to competitive solicitations. The use of terms like “shall”, “must”, or “will” in this solicitation indicates a mandatory requirement or condition. A deviation from a mandatory requirement or condition is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one Respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

## **2.6 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five (5) business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

## **2.7 Lobbying Disclosure**

The successful Respondent shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Respondent, subcontractors or any authorized agent.

## **2.8 Order of Precedence for Solicitation**

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Scope of Work, Attachment C
- c) Cost Proposal, Attachment H
- d) Technical Proposal and Technical Proposal Evaluation Criteria, Attachment I
- e) Special Contract Conditions, Attachment B
- f) Draft Contract, Attachment A
- g) RFP and all other RFP attachments

## **3 RFP PROCESS**

The RFP is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(b), F.S. The Department posts an RFP on the VBS to initiate the process and posts the RFP in MFMP Sourcing.

Respondents must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Proposals must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the proposals in a public meeting. The Evaluators will score the technical response(s) and the Department Procurement Officer will calculate the average of the evaluator technical scores and will verify and assign the pricing score. The Department will hold a public meeting for the evaluators to confirm their technical scores. The Department will post an agency decision in accordance with the Basis of Award section on the VBS.

### **3.1 Who May Respond**

Vendors in good standing with the State of Florida that possess the resources required to provide commodities and services described in this RFP may respond to this solicitation.

### **3.2 Commitment to Diversity in Government Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this program. More information

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for more information on certified business enterprises that



may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

### **3.3 Question Submission**

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through MFMP Sourcing. Vendors who 'Join' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing during the Preview Status until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Section 5 of PUR 1001, which is incorporated by reference in section 4.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Departmental personnel. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Respondents are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the open question period.

The Department will answer all submitted questions in a Question and Answer Addendum.

### **3.4 Question and Answer Addendum**

The Department will issue an addendum containing the questions submitted by Vendors and the written answers of the Department. This addendum will be issued according to the Timeline of Events.

### **3.5 Addenda to the RFP**

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a proposal.

### **3.6 Public Opening**

Proposals will be opened on the date and at the location indicated in the Timeline of Events. Respondents are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to paragraph 119.071(1)(b), F.S.

### **3.7 Technical Evaluation**

The Evaluators will independently review and score the responsive technical responses using the evaluation criteria described in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria.

### **3.8 Electronic Posting of Notice of Intended Award**

The Department will electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award will remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

### **3.9 Firm Response**

The Department intends to award a Contract within sixty days after the date of the proposal opening, during which period proposals shall remain firm and shall not be withdrawn. If an award is not made within sixty days, all proposals shall remain firm until either the Department awards the Contract, or the Department receives from the Respondent written notice that the response is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

### **3.10 Modification or Withdrawal of Proposal**

A Respondent is responsible for the content and accuracy of its proposal. A Respondent may modify or withdraw its proposal at any time prior to the deadline to submit proposals in accordance with the Timeline of Events. For information on how to revise a response in MFMP Sourcing, the Vendor should call the MFMP Vendor Help Desk at (866)-352-3776 or email [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com).

### **3.11 Cost of Response Preparation and Independent Preparation**

The costs related to the development and submission of a response to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Respondent as to any matter related to the response each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit or not submit a response.

### **3.12 Contract Formation**

The Department intends to enter into a Contract with each awarded Respondent; however, no Contract shall be formed between a Vendor and the Department until the Contract is executed. The Department shall not be liable for any work performed or costs incurred by Vendors for any work performed before the Contract is effective.

The Department may issue a Notice of Intended Award to successful Respondent(s). However, no Contract shall be formed between a Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into a Contract(s) with Respondent(s) pursuant to the Basis for Award, section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents

are submitted by the Respondent, the additional documents will not be considered for the Basis for Award.

The General Contract Conditions (PUR 1000, 10/06) is incorporated by reference and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

The terms of the PUR 1000, 10/06, are replaced in their entirety with the Special Contract Conditions contained in Attachment B of this RFP.

#### **4 HOW TO PROVIDE A PROPOSAL**

This section contains instructions to Respondents on how to submit a proposal.

##### **4.1 General Instructions**

The General Instructions to Respondents (PUR 1001, 10/06), as modified by this RFP, is incorporated by reference and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event any conflict exists between the Special Contract Conditions listed in Attachment B and the General Instructions to Respondents, the Special Contract Conditions shall prevail.

##### **The following sections of the PUR 1001 are inapplicable:**

Section 3. Electronic Submission of Bids

Bids shall be submitted in accordance with Section 4.2 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 3.3 of this solicitation.

##### **The following section of the PUR 1001 is modified as follows:**

*Section 9. Respondent's Representation and Authorization.*

*In submitting a response, each respondent understands, represents, and acknowledges the following.*

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.*
- *Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.*
- *The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.*

- *The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.*
- *The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.*
- *Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds:*
  - *Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*
  - *Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.*
- *The respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.*
- *All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.*

## 4.2 How to Submit a Proposal

Respondents will submit their proposals electronically via MFMP Sourcing and enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate Proposals submitted using MFMP Sourcing. Failure to submit all of the required attachments and documentation may result in a Respondent to be deemed non-responsive. Any of the Respondent's forms found to be incomplete may be grounds for the Respondent to be deemed non-responsive.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

**Example:** JohnDoeLLC\_Attachment\_A.pdf  
JohnDoeLLC\_Attachment\_H.xlsx (Cost Proposal, Microsoft Excel)

Do not submit mass produced general information/promotional material about the Respondent that is prepared/printed for general distribution. The emphasis of each Proposal shall be on completeness and clarity of content. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation.

By submitting a Proposal to this solicitation, the Respondent agrees to and waives any objections to requirements contained in the solicitation. By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation.

Respondents are responsible for submitting their Proposal in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. Each Respondent may only submit one Proposal. The Department will not consider late Proposals.

## 4.3 Respondent Submission

This section contains the substance of the requested proposal. Respondents do not need to respond to any other sections or provide any other documentation than what is listed in this section. Respondents are to submit all documentation requested as part of this subsection.

### 4.3.1 Contents of Proposal

Submit Proposal in the following format in two tabs as directed below. Submit the following in accordance with subsection 4.2, How to Submit a Proposal.

**Tab 1** Completed Attachments:  
1) Attachment F - Vendor Information  
2) Attachment G - Certification of Drug-Free Workplace, if applicable.

**Tab 2** Mandatory Responsive Requirements: Respondents that fail to submit the required documentation will be deemed non-responsive.  
1) A signed Attachment E - Responsive Requirements; and  
2) Attachment H – Cost proposal. Submit the provided Attachment H – Cost Proposal, in an Excel File; and  
3) Respondent's Technical Proposal – include information requested in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria in one PDF document with fully searchable text.

#### **4.4 Uploading Documentation**

Respondents must upload an electronic copy of all requested documentation in the MFMP Sourcing. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the space provided, in MFMP Sourcing.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on the Vendor's behalf.
- MFMP accepts files up to 20 megabytes (MB) in size.

### **5 PRIOR TO AWARD**

#### **5.1 Responsive and Responsible Proposal**

Proposals that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation are not permitted. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be deemed not responsible and the Proposal rejected as non-responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation, and which Respondents are responsive and responsible.

#### **5.2 Right to Reject**

The Department reserves the right to accept or reject any and all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. Proposals which include a condition or exception may result in the Proposal being found not in conformance in all material respects of the solicitation and rejected as non-responsive. Alternatively, and in the Department's sole discretion, the Department may disregard or reject any condition or exception included in a Proposal. By submitting a Proposal, the Respondent acknowledges the Department's right to disregard or reject any condition or exception included with a Proposal and to review the remainder of the submitted proposal as if the condition or exception had not been included.

#### **5.3 Redacted Submissions**

The following section supplements section 19 of the PUR 1001. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Respondent's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are

responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

**5.4 Additional Information**

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in the RFP. The Department may request, and Respondent shall provide, clarifying or supporting information or documentation. Failure to provide clarifying or supporting information or documentation as requested may result in the rejection of the Proposal.

**6 BASIS OF AWARD**

Contract(s) will be awarded to the responsible and responsive Vendor(s) per region that are determined to be the most advantageous to the state with the highest total final score. The highest total final score will be determined by combining the average of the evaluator technical scores and the cost proposal score. The Department reserves the right to issue multiple awards in a region to Respondents whose total final score is within 20% of the highest total final score for that region. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

The methodology for scoring is outlined below:

| <b>Proposal</b>  | <b>Available Points</b> |
|--|-------------------------|
| A. Technical Proposal submitted in accordance with the terms in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria | <b>600</b>              |
| B. Cost Proposal (Attachment H)  | <b>400</b>              |
| <b>Total Available Points (A + B)</b>  | <b>1,000</b>            |

The Department reserves the right to accept or reject any and all offers, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restricts or

stifles competition. The Department reserves the right to award multiple Contracts for all or part of the work contemplated by this solicitation, as well as reserves the right to make no award as determined to be in the best interest of the State.

### 6.1 Technical Proposal - 600 Available Points

The Respondent shall be awarded up to 600 points for their submitted Technical Proposal in accordance with the evaluation criteria outlined in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria.

### 6.2 Cost Proposal - 400 Available Points

The Respondent is required to submit pricing for all security guard positions (levels I-VI), service lengths (long term and short term), and hours (full time, part-time, and occasional) for both the Initial Term and Renewal Term in their Cost Proposal. The Department will not consider or evaluate a proposal for any region that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term. The Respondent shall be awarded up to 400 points for a region where the Respondent submitted all required pricing information for that region in the Cost Proposal. The Respondent shall receive points based on the following methodology:

| <b>Cost Proposal (Attachment I)</b>                        | <b>Available Points</b> |
|--|-------------------------|
| A. Initial Term Pricing, Long Term Commitment, Full Time   | 72                      |
| B. Initial Term Pricing, Long Term Commitment, Part-Time   | 48                      |
| C. Initial Term Pricing, Long Term Commitment, Occasional  | 24                      |
| D. Initial Term Pricing, Short Term Commitment, Full Time  | 48                      |
| E. Initial Term Pricing, Short Term Commitment, Part-Time  | 32                      |
| F. Initial Term Pricing, Short Term Commitment, Occasional | 16                      |
| G. Renewal Term Pricing, Long Term Commitment, Full Time   | 48                      |
| H. Renewal Term Pricing, Long Term Commitment, Part-Time   | 32                      |
| I. Renewal Term Pricing, Long Term Commitment, Occasional  | 16                      |
| J. Renewal Term Pricing, Short Term Commitment, Full Time  | 32                      |
| K. Renewal Term Pricing, Short Term Commitment, Part-Time  | 21                      |
| L. Renewal Term Pricing, Short Term Commitment, Occasional | 11                      |
| <b>Total Available Points (Sum of A through L)</b>         | <b>400</b>              |

#### A. Initial Term Pricing, Long Term Commitment, Full Time - 72 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Full Time) shall receive 72 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 72 = Z$$



Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

B. Initial Term Pricing, Long Term Commitment, Part-Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Part-Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

C. Initial Term Pricing, Long Term Commitment, Occasional - 24 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Occasional) shall receive 24 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 24 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

D. Initial Term Pricing, Short Term Commitment, Full Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Full Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

E. Initial Term Pricing, Short Term Commitment, Part-Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Part-Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

F. Initial Term Pricing, Short Term Commitment, Occasional - 16 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Occasional) shall receive 16 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 16 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

G. Renewal Term Pricing, Long Term Commitment, Full Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Full Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

H. Renewal Term Pricing, Long Term Commitment, Part-Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Part-Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

I. Renewal Term Pricing, Long Term Commitment, Occasional - 16 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Occasional) shall receive 16 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 16 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

J. Renewal Term Pricing, Short Term Commitment, Full Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Full Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

K. Renewal Term Pricing, Short Term Commitment, Part-Time - 21 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Part-Time) shall receive 21 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 21 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

L. Renewal Term Pricing, Short Term Commitment, Occasional - 11 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Occasional) shall receive 11 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 11 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

### 6.3 Identical Tie

In the event that the Department receives two identical Proposals, the Department will select a Vendor in accordance with Florida Statutes.

## **RFP ATTACHMENTS**

- Attachment A – Draft Contract
- Attachment B – Special Contract Conditions
- Attachment C – Scope of Work
- Attachment D – Special Instructions for Respondents
- Attachment E – Responsive Requirements
- Attachment F – Vendor Information
- Attachment G – Certification of Drug-Free Workplace
- Attachment H – Cost Proposal
- Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria
- Attachment J – Preferred Pricing
- Attachment K – Draft SLA
- Attachment L – Region Map